

APN #: N/A (water rights)

Recorded at the request of, and
when recorded, return to:

Ruby Hill Mining Company, LLC
c/o Elko Mining Group LLC
905 Railroad Street, Suite 101
Elko, Nevada 89801
Attn: Jack McMahon, President

Mail Tax Statement to:

N/A (water rights)

Space above for County Recorder's Use

Affirmation Statement: The undersigned affirms that this document does not contain any social security numbers or other personal information of any person (Per NRS 239B.030).

DEED
(Water Rights)

This Deed ("Deed"), executed to be effective as of December 17, 2015 ("Effective Date"), is from Homestake Mining Company of California, a California corporation ("Grantor"), 460 West 50 North, Suite 500, Salt Lake City, Utah 84101, to Ruby Hill Mining Company, LLC, a Nevada limited liability company ("Grantee"), c/o Elko Mining Group LLC, 905 Railroad Street, Suite 101, Elko, Nevada 89801.

Recitals

- A. Grantor owns the water rights described in Exhibit A to this Deed ("Water Rights"). The Water Rights are located in Eureka County, Nevada.
- B. Grantor, Grantee, Barrick Gold Corporation and Waterton Precious Metals Fund II Cayman, LP are parties to that certain Asset Purchase Agreement dated as of November 11, 2015 ("Purchase Agreement"). Pursuant to the Purchase Agreement, Grantor agreed, among other things, to convey to Grantee all of its right, title and interest in and to the Water Rights.
- C. Grantor desires to execute this Deed with respect to the Water Rights in order to fulfill, in part, its obligations under the Purchase Agreement.

DOC# 230779

12/17/2015 03:58PM

Official Record

Requested By
DAVIS GRAHAM & STUBBS
Eureka County - NV
Sara Simmons - Recorder

Page: 1 of 4 Fee: \$17.00
Recorded By LH RPTT: \$0.00
Book- 0587 Page- 0346



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Conveyance

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor grants, bargains, sells and conveys to Grantee, all of Grantor's right, title and interest in the Water Rights, together with all prior permits and applications to change.


To have and to hold unto Grantee, its successors and assigns forever.

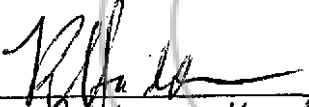
This Deed incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Purchase Agreement with respect to the Water Rights and no others. This Deed, being further documentation of the transactions contemplated by the Purchase Agreement, is subject in all respects to the terms and conditions of the Purchase Agreement. In the event of a conflict between any provision of this Deed and any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

Executed by Grantor to be effective as of the Effective Date.

GRANTOR:

Homestake Mining Company of California, a
California corporation

By: 
Name: George Jeannou
Its: Director


By: 
Name: Richie Haddock
Its: Director



Province
State of ONTARIO)
) ss.
County of YORK)

This instrument was acknowledged before me on December 14, 2015, by
George Tarnow as Director of Homestake Mining Company of
California, a California corporation.


Andrew Harrison
Notary Public in and for the State of ONTARIO
Residing at: Oakville
Commission Expires: November



Province
State of ONTARIO)
) ss.
County of YORK)

This instrument was acknowledged before me on December 14, 2015, by
Richie Haddock as Director of Homestake Mining Company of
California, a California corporation.

Andrew Harrison
Notary Public in and for the State of Ontario
Residing at: Oakville
Commission Expires: November



**Exhibit A
Water Rights
Eureka County, Nevada**

IRRIGATION and DOMESTIC WATER RIGHTS			
Well Name	Permit # /	Owner of Record	Duty
	Certificate #		AFA
Collingwood South Well	19411 / 7025	HMCOC	384.00
Collingwood North Well	68923	HMCOC	236.00
MINING, MILLING (and DEWATERING) WATER RIGHTS			
Well Name	Permit #/	Owner of Record	Duty
	Certificate #		AFA
Fad Shaft	25820/12693	HMCOC	36.83
Potable Well	73204	HMCOC	16.00}
PW-9	79705	HMCOC	113.00}
PW-10	79706	HMCOC	113.00}
PW-11	79707	HMCOC	42.00}
PW-16	83501	HMCOC	10.00}
PW-16	83502	HMCOC	55.2}
PW-17	83507	HMCOC	134.80}
PW-7	77447	HMCOC	52.40}
PW-7	77448	HMCOC	295.8}
PW-15	84538-T	HMCOC	67.00}
PW-7	77449 (supp. water)	HMCOC	80.00}
PW-17	83505	HMCOC	185.60}
PW-17	83506 (supp. water)	HMCOC	185.60}

Permits 77447-77449, 83505, and 83506 (permitted change applications of 77450 and 77451) are subject to a right of first refusal (ROFR) described in the Grant Bargain and Sale Deed dated January 3, 2012 between Chad and Rosie Bliss, husband and wife, and Homestake California and recorded in the Eureka County Recorder's records as Doc. No. 0219492. The Blisses have waived the ROFR as to a sale of the water rights by Homestake California, but the ROFR will bind Homestake's successor-in-interest.

Exhibit A - 1



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STATE OF NEVADA
DECLARATION OF VALUE

DOC# DV-230779

12/17/2015 03:58PM

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DAVIS GRAHAM & STUBBS

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 1 Fee: \$17.00

Recorded By LH PRTT: \$0.00

1. Assessor Parcel Number (s)

- a) N/A - Water Rights Only
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg.
- f) Comm'Vld'g
- g) Agriculture
- h) Mobile Home
- i) Other

3. Total Value/Sales Price of Property:

Deed In Lieu of Foreclosure Only (value of property):
Transfer Tax Value:
Real Property Transfer Tax Due:

\$ 0.00 - Appurtenant to owned real property being conveyed concurrently

\$ 0.00

\$ 0.00

\$ 0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.080, Section: 3.
- b. Explain Reason for Exemption: Value of the water rights was included in the taxes paid on the Deed (Owned Property) which transferred title of ownership on the real property

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.035, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Homestake Mining Co. of California
Address: 450 West 50 North, Suite 500
City: Salt Lake City
State: UT Zip: 84101

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Ruby Hill Mining Company, LLC
Address: 905 Railroad Street, Suite 101
City: Elko
State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)